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*Counsel for Official Committee  
 of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re  
  
 CASH CLOUD, INC. dba COIN CLOUD,  
  
 Debtor

Case No.: 23-10423-mkn  
 Chapter 11

**NOTICE OF TAKING THE  
 DEPOSITION OF CHRISTOPHER  
 MCALARY**

Examination Date: November 21, 2023  
 Examination Time: 9:00 a.m., Pacific Time

PLEASE TAKE NOTICE that the Official Committee of Unsecured Creditors will take the oral deposition of Christopher McAlary on **November 21, 2023, beginning at 9:00 a.m. Pacific Time.**

PLEASE TAKE FURTHER NOTICE that the examination will proceed remotely by Zoom videoconference. **Please contact Andrew Matott, at [matott@sewkis.com](mailto:matott@sewkis.com), for a link to attend the examination.**

The deposition will be taken on oral examination pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure, incorporated by reference in Federal Rules of Bankruptcy Procedure 7026 and 7030, before an officer duly authorized to administer oaths and will continue from day to day, with adjournments as necessary, until completed. The deposition will be recorded stenographically.

Christopher McAlary shall testify as to each of the following matters:

### **DEFINITIONS AND INSTRUCTIONS**

As used herein the following terms have the following meanings:

1. The terms “You” or “Your” or “McAlary” mean and refer to **Christopher McAlary**, and includes all affiliates, agents, employees, accountants, counsel, successors, or any other persons or entities under its control or the control of any of the foregoing or acting on its behalf or on behalf of any of the foregoing, regardless of their affiliation or employment.

2. The term “Bankruptcy Proceeding” means and refers to the Cash Cloud, Inc. dba Coin Cloud Bankruptcy Proceeding, Case No. 23-10423-mkn (adversary no. 23-01125-mkn).

3. The term “Adversary Proceeding” means and refers to the adversary proceeding between the Committee and Christopher McAlary, Adversary Case No. 23-01125-mkn.

4. The term “Cole Kepro” means Cole Kepro International, LLC.

5. The term “Cole Kepro Litigation” means, together, (i) the lawsuit by the Debtor (as defined below) against Cole Kepro captioned *Cash Cloud Inc. v. Cole Kepro International, LLC*, Case No. A-22-854226-B, and (ii) the lawsuit by Cole Kepro against the Debtor captioned *Cole Kepro International, LLC v. Coin Cloud, LLC*, Case No. A-22-860298-B.

6. The term “Committee” means the Official Committee of Unsecured Creditors of Cash Cloud, Inc. dba Coin Cloud.

7. The term “Communication” means and refers to the transfer of information from a person or entity, place, location, format, or medium to another person or entity, place, location, format, or medium, without regard to the means employed to accomplish such transfer of information, but including without limitation oral, written and electronic information transfers; each such information transfer, if interrupted or otherwise separated in time, is a separate communication.

8. The term “Debtor” means Cash Cloud, Inc., dba Coin Cloud.

9. The term “Document” or “Documents” means every original (any copy of any original and any copy which differs in any way from any original, e.g., because handwritten or “blind” notes appear thereon or are attached thereto) of every writing and recording, computerized

records, digital or electronically stored data, photographs, or other memorialization, of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded by any physical, mechanical, magnetic, optical, electronic, or electrical means whatsoever, and shall include, by way of illustration only and not by way of limitation, notes, correspondence, communications of any nature, telegrams, memoranda, advertisements, books, records, analyses, notebooks, blueprints, maps, surveys, graphs, charts, plans, summaries or records or transcriptions of personal conversations or statements however made, business forms, labels, appointment books, diaries, routing slips, reports, publications, photographs, films, minutes and other formal or informal memoranda of meetings, transcripts or oral testimony or statements, reports and/or summaries of interviews, negotiations or investigations, agreements and contracts, including all modifications and/or revisions thereof, papers and forms filed with courts or other governmental bodies, notices, messages, calendar entries, brochures, pamphlets, press releases, drafts, revisions of drafts and translations of any documents, tape recordings, audio recordings, video recordings, records and dictation belts to which you or your company now has or has had access to in the past. Any document with any marks on any sheet or side thereof, including by way of illustration only and not by way of limitation, initials, stamped indicia, any comment or any notation of any character and not part of the original text, or any reproduction thereof, is to be considered a separate document.

10. The terms “relate to,” “related to,” “relating to,” “relative to,” and “in relation to,” include without limitation “refer to,” “summarize,” “reflect,” “constitute,” “concern,” “contain,” “embody,” “mention,” “show,” “comprise,” “evidence,” “discuss,” “describe,” or “pertaining to.”

11. The term “concerning” means and includes without limitation “regarding,” “pertaining to,” “reflecting,” “referring to,” “relating to,” “containing,” “embodying,” “mentioning,” “evidencing,” “constituting,” or “describing.”

12. The terms “person or entity” and “persons or entities” mean any individual, firm, corporation, joint venture, partnership, association, fund, other organization, or any collection or combination thereof.

**TOPICS FOR TESTIMONY**

1. The terms of and Your ability to consummate any bid or offer made by You to purchase the Cole Kepro Litigation.

2. The terms of and Your ability to consummate any counteroffer made by the Debtor or the Official Committee of Unsecured Creditors for Your purchase of the Cole Kepro Litigation.

3. Your ability to satisfy any potential judgment related to the Adversary Proceeding if the terms of any bid or offer made by You to purchase the Cole Kepro Litigation was approved by the bankruptcy court in the Bankruptcy Proceeding.

4. Any analysis, evaluation, or assessment of the financial condition of Cole Kepro, including but not limited to any impact the financial condition of Cole Kepro may have on the Cole Kepro Litigation.

5. Any analysis, evaluation, or assessment of the claims of Cole Kepro against the Debtor in the Cole Kepro Litigation.

6. Any analysis, evaluation, or assessment of the claims of the Debtor against Cole Kepro in the Cole Kepro Litigation.

7. Your contention that Cole Kepro participated in any deliberations or votes of the Official Committee of Unsecured Creditors concerning the Cole Kepro Litigation.

8. The terms of the *Settlement Agreement and Mutual Release*, the *Promissory Note*, and the *Intercreditor Agreement* attached as exhibits to the *Joint Motion to Approve Settlement Agreement with Cole Kepro International, LLC, Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the “9019 Motion”).

9. Any assertions made in furtherance of any objection filed by You in opposition to the 9019 Motion.

10. Any communications between You and any other person regarding the Cole Kepro Litigation or the 9019 Motion, including but not limited to communications regarding any bid or offer made by You to purchase the Cole Kepro Litigation.

1 Dated: November 14, 2023.

2 MCDONALD CARANO LLP

3 By: /s/ Ryan J. Works

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